INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — CONSIGNEE ACTING AS PRINCIPAL IN MAKING DELIVERIES. — The plaintiff took orders for automobiles in a restricted selling district in Pennsylvania, receiving cash deposits, which it remitted to the manufacturer in New York. On paying drafts for the balance of the list price, less a discount, the plaintiff received automobiles consigned to it from the factory and delivered them to the purchasers on receipt of payment. The plaintiff was taxed on these sales under a Pennsylvania statute. *Held*, that the tax is not invalid as a restraint on interstate commerce. *Banker Brothers Co.* v. *Commonwealth of Pennsylvania*, 32 Sup. Ct. 38.

In 24 HARV. L. REV. 324, it was submitted that the original-package doctrine only furnishes one test of whether a shipment is terminated. In this case the court properly makes that the important question and decides it by finding that the consignee acted as a principal in making deliveries and not as the agent in a continuous shipment.

JUDGMENTS — COLLATERAL ATTACK — PRESUMPTION OF JURISDICTION WHERE SERVICE IS BY PUBLICATION. — In an action to quiet title to land the defendant set up a sheriff's deed under a decree of foreclosure against the plaintiff's grantor, who was a non-resident. Except for a recital in the decree that due notice of the action was given the defendants, the record failed to show any service of summons or service by publication. *Held*, that the decree is not a bar to the plaintiff's action. *Duval* v. *Johnson*, 133 N. W. 1125 (Neb.).

Where the record shows want of jurisdiction on its face, a judgment may be attacked collaterally. *O'Malley* v. *Fricke*, 104 Wis. 280, 80 N. W. 436. Where the record does not affirmatively show lack of jurisdiction, there will ordinarily be at least a presumption in favor of the validity of a judgment of a court of general jurisdiction. *Gulickson* v. *Bodkin*, 78 Minn. 33, 80 N. W. 783. It has, however, been held that where there is service by publication the record must affirmatively show that the statute authorizing service by publication has been complied with; since this is a method of acquiring jurisdiction not in accordance with common-law proceedings. *Galpin* v. *Page*, 18 Wall. (U. S.) 350; *Furgeson* v. *Jones*, 17 Or. 204, 20 Pac. 842. There seems to be no reason on principle why the presumption with regard to the validity of a judgment of a court of general jurisdiction should vary with the method of service. This distinction has not met with general favor. *Hahn* v. *Kelly*, 34 Cal. 391; *Adams* v. *Cowles*, 95 Mo. 501, 8 S. W. 711. And the Supreme Court of the United States, which decided the leading case in support of the distinction, has since practically refused to follow it. *Applegate* v. *Lexington, etc. Mining Co.*, 117 U. S. 255, 6 Sup. Ct. 742.

LIBEL AND SLANDER — DAMAGES — MITIGATION OF DAMAGES; TRUTH OF PART OF ARTICLE NOT DECLARED ON. — Defendant published an article charging plaintiff with inhuman treatment towards his wife and also adultery. The complaint set up only the part referring to the adultery. The defendant set up in answer the entire article and offered to prove the truth of the part alleging cruelty. *Held*, that such a defense is properly pleaded in mitigation of damages. *Osterheld* v. *Star Co.*, 146 N. Y. App. Div. 388, 131 N. Y. Supp. 247.

The plaintiff's specific acts of misconduct may not be shown to reduce damages for a libel. *Scott* v. *Sampson*, 8 Q. B. D. 491. Two reasons for the decision in the principal case suggest themselves. First, when injury to reputation exists, injury to feelings is also considered as deserving redress. Logically, only the suffering caused by social opprobrium merits compensation; but this distinction has not been made, and anguish due to the insult's direct effect is included. *Rea* v. *Harrington*, 58 Vt. 181, 2 Atl. 475; *Zeliff* v. *Jennings*, 61 Tex. 458. But see 1 WIGMORE, EVIDENCE, § 209. In actions for indecent assault

and analogous actions, where this last is an element of damage, specific acts may be admitted to show that the plaintiff could not have been much offended. *Gulerette* v. *McKinley*, 27 Hun (N. Y.) 320. See 1 WIGMORE, EVIDENCE, §§ 210–213. *Contra*, *Gore* v. *Curtis*, 81 Me. 403, 17 Atl. 314. This reasoning has been applied to a libel on chastity. *Smith* v. *Matthews*, 21 N. Y. Misc. 150, 47 N. Y. Supp. 96. But in all these cases of offended virtue the specific conduct shown was impropriety; and the extension to collateral matters in the principal case appears dangerous. *Cf. Barton* v. *Bruley*, 119 Wis. 326, 96 N. W. 815. However, the case seems correct on the ground that where, as in New York, exemplary damages are allowed, truth of some statements in a libel should be admissible to rebut malice. *Contra*, *Fisher* v. *Patterson*, 14 Oh. 418. This has been held in the indistinguishable case where a separable part only of the libel declared on was submitted to the jury. *Holmes* v. *Jones*, 147 N. Y. 59, 41 N. E. 409. But *cf. Gressman* v. *Morning Journal Association*, 197 N. Y. 474, 90 N. E. 1131.

LIENS — LOSS OF LIEN BY REMOVAL OF FIXTURES. — The defendant purchased a house and lot with notice of a vendor's lien thereon, and removed the house to another lot owned by the defendant, without the knowledge of the lienholder. *Held*, that the lienholder may foreclose on the house. *Bowden* v. *Bridgman*, 141 S. W. 1043 (Tex., Ct. Civ. App.).

Wrongfully attaching a chattel of another to realty has been held by some courts not to divest the title to the chattel at law. *McDaniel* v. *Lipp*, 41 Neb. 713, 60 N. W. 81; *Eisenhauer* v. *Quinn*, 36 Mont. 368, 93 Pac. 38. But by the orthodox view the owner of the realty acquires legal title to the fixture. *Peirce* v. *Goddard*, 22 Pick. (Mass.) 559. The tortfeasee may sue only for damages. *Reese* v. *Jared*, 15 Ind. 142. The holder of a lien on a chattel would have no greater right that the lien be preserved at law. *Clark* v. *Reyburn*, 1 Kan. 281. But in equity the tortfeasor should not profit by his wrongful act. *Dakota Land & Trust Co.* v. *Parmelee*, 5 S. D. 341, 58 N. W. 811. All authorities agree that the lienholder may enjoin the removal of fixtures. *Williams* v. *Chicago Exhibition Co.*, 188 Ill. 19, 58 N. E. 611. If the fixture is simply removed without the knowledge or consent of the lienholder, the lien should not be destroyed. *Turner* v. *Mebane*, 110 N. C. 413, 14 S. E. 974. See *Hutchins* v. *King*, 1 Wall. (U. S.) 53, 60. *Contra*, *Buckout* v. *Swift*, 27 Cal. 433. Even when the removed fixture is annexed to other realty, the lien should not be lost as against anyone having notice or not paying value. *Hamlin* v. *Parsons*, 12 Minn. 108; *Partridge* v. *Hemenway*, 89 Mich. 454, 50 N. W. 1084. But relief has been denied when the lienholder did not show that the remaining security was inadequate. *Harris* v. *Bannon*, 78 Ky. 568. Following the view that the preservation of the lien is an equitable matter, it is not enforceable against a *bonâ fide* purchaser. *Verner* v. *Betz*, 46 N. J. Eq. 256, 19 Atl. 206.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — OPERATION AGAINST PERSON UNDER DISABILITY. — While the plaintiff was an infant the defendant occupied his land adversely for seven years, the period of the statute of limitations. The defendant then abandoned it, but subsequently regained possession. The plaintiff became of age and instituted ejectment after the three years allowed by the statute for bringing suit after removal of disabilities, but within seven years after the defendant regained possession. *Held*, that the action is barred by the statute. *Dewey* v. *Sewanee Fuel & Iron Co.*, 191 Fed. 450 (Circ. Ct., M. D. Tenn.).

The language of many cases is that the statute does not run against disabled parties. See *Little* v. *Downing*, 37 N. H. 355, 368; *Fowler* v. *Pritchard*, 148 Ala. 261, 271, 41 So. 667, 670. Others more accurately say that the statute